

INSTRUCTION TO BIDDERS

1.00 GENERAL INSTRUCTIONS.

- 1.01 Bengaluru Electricity Supply Company Limited (BESCOM) herein after called the BESCOM has invited Bids for the scope of work detailed in this accompany.
- 1.02 The General Manager(Ele.), DAS,SG &TIC Section, BESCOM, HSR Layout, Bangalore-560102 on behalf of Bangalore Electricity Supply Company Limited will receive bids in respect of the comprehensive annual maintenance & corrective/replacement works on occurrence of breakdown of VRF HVAC units of DAS control centers. All bids shall be prepared and submitted in accordance with the Bid Instructions.
- 1.03 The BESCOM does not bind itself to accept the lowest or any bid and reserves the right to select from any bids, only such equipment and services as may be considered expedient to accept.
- 1.04 The Bidder has to supply spares as and when required and submit the details of spares required for the repair/replacement/service of VRF HVAC units. Further, Bidder should keep one set of probable spares readily available for the repairs/service to be carried out as per the SOP defined in the tender document.
- 1.05 No enhancement of rates once accepted will be considered during the currency of contract, except as provided.
- 1.06 In the matter of dispute regarding the conformity of supplies with the approved quality and / or the performance of the contract, the decision of the BESCOM is final.
- 1.07 The BESCOM reserves the right to accept any or reject any/or all the bids without assigning any reason thereof.
- 1.08 Verbal clarification and information given by the BESCOM or its employees or its representatives shall not in any way be binding on BESCOM.
- 1.09 The scope of proposal shall completely cover the equipment and work specified under the bid documents. The successful bidder has to enter into a contract to cover both supply and installation works.
- 1.010 Bid not covering the entire scope of work may be treated as incomplete and hence liable to be rejected as per terms of Karnataka Transparency in Public Procurement (KTPP) acts.
- 1.011 Any bid not containing sufficient descriptive material to describe accurately the equipment, may be treated as incomplete and hence are liable for rejection as per Karnataka Transparency in Public Procurement (KTPP) act. Such descriptive material

and drawings submitted by the Bidder shall be retained by the BESCOM. The departures from the specifications are not normally acceptable unless it is found advantageous to BESCOM.

- 1.012 Oral statement made by the bidder or his representatives at any time regarding the quality, quantity or arrangement of equipment or any other matter will not be considered.
- 1.013 Standard catalogue pages and other documents of the bidder may be used in the bid to provide additional information and data as deemed required by the bidder.

2.00 BID OPENING.

- 2.01 The BESCOM will open the bids in the presence of the representatives of the Bidders/Contractors who choose to attend on the date, time and at the address indicated in the invitation for bid/Brief Bid Notification
- 2.02 If the date stipulated for bid opening turns out to be a holiday for some reason, the bids will be opened on the following working day at the same time and location address.

3.00 PRELIMINARY EXAMINATION.

- 3.01 Prior to the detailed evaluation, the BESCOM will determine the substantial responsiveness of each bid and those that are considered incomplete are liable to be rejected. A substantial responsiveness will be in terms of Karnataka Transparency in Public Procurement act. Bids will be evaluated based on the price bids only without considering the commercial deviations taken by different bidders. If the lowest bidder does not agree to withdraw the deviations the BESCOM reserves the right to negotiate with the next lowest bidder. Bidders/Contractor shall have no claim for consideration on the ground that notwithstanding their higher price, they are fully compliant with commercial conditions.

4.00 POLICY FOR BIDS UNDER CONSIDERATION.

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the BESCOM to the Bidders while the Bids are under consideration. Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the BESCOM and/or its employees on matters related to the bids under consideration. The BESCOM if necessary will obtain clarifications on the bids by requesting such information from any or all the bidders as may be necessary. The Bidder/Contractor will not be permitted to change the substance of the bids after the bid has been opened.

5.00 EFFECT AND VALIDITY OF BID.

- 5.01 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder/Contractor shall have no cause of action or

claim against the BESCOM for rejection of his Bid. The BESCOM shall always be at liberty to reject or accept any Bid or all the Bids at its sole discretion and any action will not be called in to question and the Bidder/Contractor shall have no claim in this regard against BESCOM.

- 5.02 The bids should be kept valid for a period of 180 calendar days from the date set for opening of the Technical bid unless otherwise specified.

6.00 EVALUATION AND COMPARISON OF BIDS.

- 6.01 The Bids which are found substantially responsive and accepted will be evaluated by BESCOM to ascertain the lowest technically acceptable bid.
- 6.02 The total cost is the sum of prices quoted (all Inclusive) in the respective price schedule shall be considered for comparison.
- 6.03 In order to bring all bids on par the loading will be considered to arrive at evaluated price.

7.00 CONTRACT PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

- a) The successful Bidder/contractor shall enter in to an agreement in the prescribed format on stamp paper of Rs. 200/-. The Successful Bidder shall furnish Performance Guarantee to the Owner/Employer within Fifteen (15) days from the date of receipt of LOI.
- b) The Successful Bidder to whom the Contract is awarded, shall be required to furnish the Contract Performance Guarantee in the form of a Bank Guarantee in favour of the Owner/Employer as Contract Performance Guarantee for faithful Performance of the Contract in accordance with the Terms and Conditions specified in the Contract.
- c) The Guarantee amount shall be equal to ten percent (10%) of the Contract Price and the Guarantee shall be valid till expiry of 90 days after the end of the Contract period.
- d) The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the Owner/Employer on demand without any condition whatsoever.
- e) The Performance Bank Guarantee shall be discharged/returned by Owner/ Employer upon being satisfied that there has been due performance of the obligations of the Bidder/contractor under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- f) In the event of the bidder being unable to service the contract for whatever reason, the Owner/Employer shall invoke the PBG. The Owner/Employer shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) The Owner/Employer shall also be entitled to make recoveries from the Bidder/contractor bills , PBG or any other payment due, in case of any error/ omission on bidder's part.

- h) The PBG shall be furnished in the format prescribed by the employee (shall be provided on receipt of LOI by the successful bidder/contractor).

8.00 GENERAL INSTRUCTIONS

- 8.01 Description of items given in Price Schedule shall be read along with Conditions of Contract i.e. Section – I, II, III, Bid Notification, Annexures , Detailed Technical specifications and all other components of the Bid documents.
- 8.02 The rates quoted by the Contractor in the “Price Schedule” shall hold good till the fulfillment of the Contract without reference to the market fluctuations in cost of the materials, labour, etc.,
- 8.03 The performance guarantee will be returned to the Contractor on successful performance of the contract on closure of contract. Any bid with a stipulation for settlement of dispute by reference to arbitration will not be accepted.
- 8.04 After evaluation of technical and pre-qualification bid (Part-I) and whose offer meet the PQR and technical specification of the tender/bid in complete manner will be accepted and only such bidders price bid (Part-II) will be opened.
- 8.05 Bidders whose contracts have been terminated/ foreclosed in BESCOM or elsewhere during last 03 years and also those who do not meet the above qualifying requirement bids will not be considered
- 8.06 Further information if required can be obtained from office of The General Manager(Ele.), DAS ,SG &TIC Section, BESCOM, HSR Layout, Bangalore-560102, Karnataka.

Sd/-

**General Manager (Ele.)
DAS ,SG & TIC Section, BESCOM.**